

## **Noncompete Agreement**

This agreement is between Timothy Parks Construction, Inc., a Florida corporation (Employer), and

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(Employee). In consideration of Employer's hiring Employee, Employee agrees as follows:

### **1. Agreement Not to Compete**

While I, the Employee, am employed by Employer, and for 3 years afterward, I will not directly or indirectly participate in a business, in the same geographic area, that is similar to a business now or later operated by Employer. This includes participating in my own business or as a co-owner, director, officer, consultant, independent contractor, employee or agent of another business.

In particular, I will not:

- (a) solicit or attempt to solicit any business or trade from Employer's actual or prospective customers or clients
- (b) employ or attempt to employ any employee of Employer
- (c) divert or attempt to divert business away from Employer, or
- (d) encourage any independent contractor or consultant to end a relationship with Employer.

### **2. Right to an Injunction**

I acknowledge and agree that if I breach or threaten to breach any of the terms of this agreement, Employer will sustain irreparable harm and will be entitled to obtain an injunction to stop any breach or threatened breach of this agreement.

### **3. Reasonableness**

I acknowledge that the restrictions in this agreement are reasonable and necessary for the protection of Employer.

### **4. Survivability**

This agreement will survive the termination, for any reason, of my employment with Employer.

### **5. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

### **6. Successors and Assignees**

This agreement binds and benefits the heirs, successors and assignees of the parties.

### **7. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

### **8. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the state of Florida.

**9. Modification**

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**10. Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**11. Severability**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

(Notary Seal)